

THE DRAWINGS

At page 2 the Office Action objects to the drawings under 37 CFR 1.83(a) because they fail to show (a) first tier supplier facilities 130.1, second tier supplier facilities 130.2, and later tier supplier facilities 130.N in reference to Figure 1 and (b) a brokering module 126 in reference to Figure 2 as described in the specification.

Figure 1

Applicant has amended the specification to provide clarity to the numbering of system element 130 (please see “THE SPECIFICATION” section below). It is believed that based on the amendment to the specification that figure 1 now complies with all drawing requirements, and Applicant respectfully asks that the Examiner withdraw the objection.

Figure 2

Applicant has revised figure 2 to include the brokering module 126. Applicant has provided a Replacement Sheet for figure 2 and believes that the illustrative addition of the brokering module 126 to figure 2 adds no new matter. Applicant believes that figure 2 now complies with all drawing requirements, and Applicant respectfully asks that the Examiner withdraw the objection.

REMARKS

There were 37 claims in the original application numbered 1 – 37. Following this response to the Office Action there are 36 claims numbered 1 – 19 and 21 – 37. There are 2 independent claims and 34 dependent claims. Claims 1 and 24 are the independent claims. The status of the claims is as follows: claims 2 – 5, 9 – 18, 22 – 24, 26 – 28, and 30 -37 (Original); claims 1, 6 – 8, 19, 21, 25 and 29 (Currently Amended); and claim 20 (Cancelled).

Reconsideration and allowance of the claims argued herein are respectfully requested.

Information Disclosure Statement

Applicant acknowledges the Examiner's statements regarding the Information Disclosure Statement. A separate filing will address the Examiner's statements.

Claim Objections

At page 3, the Office Action objects to claim 8 due to informalities induced by a typographical error. Applicant has made the required correction to claim 8 per the Examiner's request. It is believed that claim 8 is now allowable.

The § 112 Rejections

Claim 1

At page 4, paragraph 1, the Office Action rejects claim 1 under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Applicant has amended claim 1 by replacing both instances of the phrase “electronic commerce facilitator” with the word “workstation.”

Also, the Office Action rejects claim 1 based on Applicant’s use of the phrase “order collaboration system” stating that Applicant has failed to define what comprises an order collaboration system.

Applicant directs the Examiner to page 23, lines 12 – 18 which states the following:

The order collaboration system 118 includes software modules that manipulate information stored in the database 116 to perform various functions involving determination of costs, allocation of parts, evaluations of entities in a supply chain and similar tasks on behalf of an OEM or other manufacturing entity 150. These software modules include elements for generating and receiving messages 120, (including demand messages and supply signal messages), an aggregating

module 122, and a reporting module 124 for generating reports.

Applicant also directs the Examiner to the following sections of text: page 6, line 11 and page 9, lines 13 – 21. The order collaboration system is mentioned in numerous other locations in the specification. Armed with the disclosure of the specification, Applicant believes that one skilled in the art would have little doubt as to the form and function of the recited order collaboration system.

For at least these reasons, Applicant believes that claim 1 now complies fully with § 112, and withdrawal of the rejection is requested.

Claim 6

At page 5, paragraph 2, the Office Action rejects claim 6 under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention (lack of antecedent basis).

For at least these reasons, Applicant believes that claim 6 now complies fully with § 112, and withdrawal of the rejection is requested.

Claim 7

At page 5, paragraph 2, the Office Action rejects claim 7 under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and

distinctly claim the subject matter which applicant regards as the invention (lack of antecedent basis).

Applicant has amended claim 7 to provide the correct antecedent basis for the phrase “aggregation element” as it appears in claim 2 by changing the phrase “aggregating module” in claim 7 to “aggregation element.” For at least these reasons, Applicant believes that claim 7 now complies fully with § 112, and withdrawal of the rejection is requested.

Claims 21 and 29

At page 5, paragraph 3, the Office Action rejects claims 21 and 29 for including terms that render the claim indefinite.

Applicant has amended claims 21 and 29 to remove the word “relatively.” For at least these reasons, Applicant believes that claims 21 and 29 now comply fully with § 112, and withdrawal of the rejection is requested.

Review of the Art

Wong appears to teach an intelligent procurement agent (IPA) that analyzes data hosted by back-end office systems to expose selected information to the trading parties. It uses web based messaging with hosted content as the preferred system of

communication. The IPA deploys intelligent business decision tools to increase the success rate of problem (i.e., exception) resolution. The IPA processes exception events to manage procurement situations that it claims would require additional analysis and decision-making in the related art. The IPA also creates a system that encapsulates domain knowledge (i.e., the knowledge of managing exception events) with the ability to deploy appropriate corrective actions in the form of interactive messaging with external entities such as suppliers.

Katz appears to teach a system for collecting information that is used for decision making.

Conversely, Applicant's invention includes the ability for the head of a supply chain to drill down to every level of the supply chain to monitor and review all activity. This can include, for example, the ability to pass through a direct supplier to all subsequent subcontractors such that the "head" can monitor all activity regarding the supplying of goods. While this may include exception handling, it is: 1) handled in combination with at least one other element not present in the cited art when exception handling is at issue, 2) executed at a level of scrutiny in the supply chain previously not monitored at the level or in the manner claimed, and 3) in many instances does not involve exception handling at all.

The § 102 Rejections

At page 6 the Office Action rejects claims 1 – 2, 4 – 7, 16 – 18, 24, and 31 under 35 U.S.C. 102(e) as being anticipated by Wong (US 2003/0149578).

Claim 1

Claim 1 recites “A database including information from said one or more sets of tiers of suppliers relating to two or more of the following: price, inventory, delivery schedules, backorders and supply interruptions, exceptional events, contracts and past transactions.” Page 7 of the Office Action indicates that Applicant can find this feature taught in Wong at least in sections 72 and 73.

Applicant finds mention of what appears to be strictly supply/demand information that includes purchase order, demand, and bill of materials. Applicant is unable to find contracts as being part of Wong’s ERP raw database, processed database, or exception event database. It appears that Wong appears to be limited to exception handling relating to supply and demand and not a combination of elements that includes contracts, thus Wong does not teach the invention.

For at least these reasons it is believed that claim 1 is allowable over Wong. Claims 2 – 23 depend either directly or indirectly from claim 1, and for at least the reasons cited incident to claim 1 are believed to be allowable over Wong.

Claim 16

Claim 16 depends indirectly from claim 1 and for at least this reason and the reasons cited incident to claim 1 is allowable over Wong.

Claim 17 and 18

With regard to claim 18, Applicant finds no mention in Wong wherein feedback information for a design process in response to supply chain performance includes selected parts that do not require new approval for use, thus Wong does not teach the invention.

Claim 17 depends directly from claim 1 and for at least the reasons cited incident to claim 1 is believed to be allowable over Wong. Claims 18 depends directly from claim 17, and for at least the reasons cited incident to claims 1, 17 and 18 is also believed to be allowable over Wong.

Claim 24

At page 14, the Office Action states specifically in reference to a portion of claim 24 that Applicant can find this portion taught in Wong at least in sections 109 and 111. The portion of Applicant's claim is listed below for the convenience of the Examiner.

“Determining which data is relevant to said request, wherein said data is derived from one or more suppliers across one or more supply chains or past business records associated with said manufacture and is related to at least one of the following: price of at least one electronic or computer part, quantity available of said electronic or computer part, delivery schedules for said electronic or computer part, backorders, supply interruptions, exceptional events and contracts, and said data is stored in a database coupled to a hub”

Applicant believes these portions of text in Wong describe how the implication manager evaluates the context and implications of an exception event. Applicant is unable to find contracts as being part of Wong’s ERP raw database, processed database, or exception event database. It appears that Wong is limited to exception handling relating to supply and demand and not contracts, thus Wong does not teach the invention.

For at least these reasons it is believed that claim 24 is allowable over Wong. Claims 25 – 37 depend either directly or indirectly from claim 24, and for at least the reasons cited incident to claim 24 are believed to be allowable over Wong.

The § 103 Rejections

At page 16 of the Office Action, claims 3, 21 and 28 - 29 are rejected under 35 U.S.C. 103(a) as being unpatentable over Wong (US 2003/0149578) in view of Katz et al. (US 2002/0178077).

Claims 3, 21, 28, and 29

At page 17 the Office Action states that Wong does not teach a presentation element wherein said presentation element presents aggregated information, but that Katz discloses a method and system that enables suppliers and procurement professionals to leverage enterprise and marketplace data in order to potentially improve decision making in business enterprises.

Applicant believes that they have successfully argued the merits of the base claims and any intervening claims from which claims 3, 21, 28 and 29 depend, such that any combination of cited art that includes Wong is moot. For at least this reason and the reasons cited incident to the base claims from which claims 3, 21, 28, and 29 depend, it is believed that claims 2, 21, 28, and 29 are allowable over Wong in view of Katz.

Claims 8 – 10, 15, 33 – 34, and 37

At page 19 the Office Action rejects claims 8 – 10, 15, 33 – 34 and 37 under 35 U.S.C. 103(a) as being unpatentable over Wong (US 2003/0149578) in view of Johnson et al. (US 2003/0023540).

At page 19 the Office Action states that Wong does not teach “where one or more entities with said dearth in a certain part or product can be matched with one or more said entities with a surplus in the same part or product.” The Office Action goes on to state that Johnson discloses a system and method for matching energy suppliers in need of resources to those with a surplus of resources in an auction format to stimulate competition between various providers. Even if this is true, Applicant believes that this combination of the art does not teach the application at issue.

Applicant believes that the art does not actually teach this aspect of the invention. While it could generically be said that Johnson brokers resources when talking about Johnson on its own; when comparing Johnson to the application at issue, it appears that Johnson actually barters a finished product and only a finished product. For example, Applicant finds no mention that Johnson brokers parts necessary for making a product such as uranium rods for nuclear power production of electricity or ethanethiol for adding the scent to natural gas. Claim 8 specifically recites “part or product” thus Johnson does not teach the invention.

Furthermore, it appears clear that Johnson does not deal in parts as are recited in claim 8 of the application. This is supported by claim 8 read in light of the specification, i.e. where claim 8 recites “that a certain part or product can be matched with one or more said entities with surplus in the same said part or product” and the

specification recites at least at page 24 “a dictionary for cross-tier translation of part numbers and other information that is shared among tiers.” Also, where the specification recites at pages 26 and 27 respectively “Allow partial matches of the dearth, surplus, whereby, even if no pair can completely resolve the dearth, the dearth is mitigated” and “allow multiple partial matches of the death...even if no pair can completely resolve the dearth...” Applicant can find no mention in Johnson that it teaches matching of parts as offered by the examples taken here from the application and as disclosed in further detail in the application, thus Johnson does not teach the invention.

For at least these reasons it is believed that claim 8 is allowable over Wong in view of Johnson. Claims 9 – 10 and 15 depend from claim 8 and for at least this reason and the reasons cited incident to claim 8 are also believed to be allowable over Wong in view of Johnson.

Applicant respectfully asks the Examiner to see claim 8 for arguments pertinent to claim 33 as claim 33 is essentially claim 8 in method claim format. For at least the arguments cited incident to claim 8, it is believed that claim 33 is allowable over Wong in view of Johnson. Claims 32 – 34 and 37 depend directly or indirectly from claim 33 and for at least this reason and the reasons cited incident to claim 33 are also believed to be allowable over Wong in view of Johnson.

Claims 12 – 14 and 35 - 36

Claims 12 – 14 depend either directly or indirectly from claim 8 and for at least this reason and the reasons cited incident to claim 8 are believed to be allowable over Wong in view of Johnson. Claim 33 is essentially claim 8 in method claim form. Claims 35 and 36 depend either directly or indirectly from claim 33 and for at least this reason and the reasons cited incident to claim 33 are believed to be allowable over Wong in view of Johnson.

At page 22 the Office Action rejects claims 8 – 10, 12 – 15, and 33 – 37 under 35 U.S.C. 103(a) as being unpatentable over Wong (US 2003/0149578) in view of Johnson et al. (US 2003/0023540) in further view of Dutta (US 2003/0028470).

Claims 8-10, 12 – 15, and 33 - 37

Applicant believes they have successfully argued the merits of these claims as they apply to Wong and Wong in view of Johnson and that any additional art combined with Wong and Johnson is rendered moot based on these arguments. Applicant respectfully requests that the Examiner see the sections above where Applicant has argued for these claims against the art cited in the Office Action.

For at least these reasons it is believed that claims 8-10, 12 – 15, and 33 - 37 are allowable over Wong in view of Johnson and in further view of Dutta.

Claims 19 – 20 and 25

At page 23 the Office Action rejects claims 19 – 20 and 25 under 35 U.S.C. 103(a) as being unpatentable over Wong (US 2003/0149578) in view of Yehia et al. (US 2003/0023540).

At page 23 the Office Action states that Wong does not teach “a compliance element capable of reviewing and enforcing compliance with contract terms between one or more business entities and its suppliers, wherein compliance includes at least one of: delivery price, delivery quantity, price-quantity breakpoints, terms for part returns, and delivery methods,” but that these elements are taught in Yehia. Applicant has amended claim 19 to include all the elements of claim 20. Amended claim 19 (with mark-up) is repeated below for the convenience of the Examiner.

19. A system as in claim 1, including a compliance element capable of reviewing and enforcing compliance with contract terms between the one or more business entities and its suppliers, wherein contract compliance includes at least one of: delivery price, delivery quantity, price-quantity breakpoints, terms for parts returns, and delivery methods.

Applicant has reviewed the art cited text but cannot find any mention of Yehia reviewing and enforcing compliance with contract terms wherein compliance

includes “price-quantity breakpoints”, thus Yehia in combination with Wong does not teach the invention.

Applicant has amended claim 25 to include limitations similar to claim 19. As such, Yehia neither teaches nor discloses reviewing and enforcing compliance with contract terms wherein compliance includes “price-quantity breakpoints”, thus Yehia in combination with Wong does not teach the invention. Claim 25 is repeated below for the convenience of the Examiner.

25. (Amended) A method as in claim 24, wherein said request pertains to determining whether a contract manufacturer is complying with the terms of a contract, wherein complying with the terms of a contract includes at least one of: delivery price, delivery quantity, price-quantity breakpoints, terms for parts returns, and delivery methods.

For at least these reasons it is believed that claims 19 and 25 are allowable over Wong in view of Johnson. Claim 20 has been cancelled without prejudice or disclaimer.

Claims 22 – 23, 26 – 27 and 30

At page 24 the Office Action rejects claims 22 – 23, 26 – 27 and 30 under 35 U.S.C. 103(a) as being unpatentable over Wong (US 2003/0149578) in view of Harm et al. (US 2003/040823[sic] should be US 2003/0040823).

Claims 22 and 23 depend either directly or indirectly from claim 1 and for at least this reason and the reasons cited incident to claim 1 are believed to be allowable over Wong in view of Harm. Claims 26 and 27 depend directly from claim 24 and for at least this reason and the reasons cited incident to claim 24 are believed to be allowable over Wong in view of Harm.

Claim 32

At page 26 the Office Action rejects claim 32 under U.S.C. 103(a) as being unpatentable over Wong (US 2003/0149578) in view of Official Notice (regarding old and well known in the art).

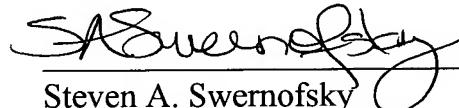
Claim 32 depends directly from claim 24 and for at least this reason and the reasons cited incident to claim 24 is believed to be allowable over Wong in view of Official Notice cited by the Examiner.

Request for Allowance

It is believed that this application is in condition for allowance. Applicant respectfully requests reconsideration and allowance of this application.

If, in the opinion of the Examiner, an interview would expedite prosecution of this application, the Examiner is invited to call the undersigned attorney at the telephone number shown below.

Respectfully submitted,



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Dated: February 2, 2006

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